

STATE OF INDIANA)	IN THE MARION SUPERIOR COURT
)	
COUNTY OF MARION)	CAUSE NO. _____
)	
CIRCLE CENTRE MALL LLC,)	
SIMON PROPERTY GROUP, INC. and)	
XL INSURANCE AMERICA, INC., as)	
subrogee of Circle Center Mall, LLC and)	
Simon Property Group, Inc.,)	
)	
Plaintiffs,)	
)	
v.)	
)	
ZURICH AMERICAN INSURANCE)	
COMPANY and OLD REPUBLIC)	
INSURANCE COMPANY,)	
)	
Defendants.)	

FILED

(15)

JUN 17 2014

Elizabeth J. White
CLERK OF THE MARION CIRCUIT COURT

COMPLAINT FOR DAMAGES AND JURY DEMAND

Plaintiffs Circle Centre Mall LLC, Simon Property Group, Inc. and XL Insurance America, Inc., by counsel, for their complaint against Zurich American Insurance Company and Old Republic Insurance Company, state as follows:

Nature of the Case

1. This case arises out of the unjustified refusals by Zurich and Old Republic to defend and indemnify Circle Center and Simon for their defense and settlement of a personal injury claim that was clearly a covered loss under Zurich's and Old Republic's insurance policies. Instead, Zurich and Old Republic decided to defend, indemnify and otherwise protect other insureds. At the same time, Old Republic refused to even communicate with Circle Centre and Simon concerning the covered loss and Zurich belatedly responded only weeks before the scheduled trial in the case. As a result, Circle Center and Simon have been forced to

institute this action to recover what should have been routine payments under the applicable policies.

The Parties

2. Plaintiff Circle Centre Mall LLC ("Circle Centre") is a Delaware limited liability company that operates Circle Centre Mall (the "Mall") in downtown Indianapolis, Indiana.

3. Plaintiff Simon Property Group, Inc. ("Simon") is the general partner of Simon Property Group, L.P., which is the managing general partner of Circle Centre Development Company, which is the sole member of Circle Centre Mall LLC.

4. Plaintiff XL Insurance America, Inc. ("XL") is a Delaware corporation. XL was forced to pay a significant portion of Circle Centre's and Simon's settlement of the Caler case. XL is the subrogee of Circle Centre and Simon.

5. Defendant Zurich American Insurance Company ("Zurich") is an Illinois corporation with its principal place of business in Schaumburg, Illinois.

6. Defendant Old Republic Insurance Company ("Old Republic") is a Pennsylvania domiciled insurance company corporation with its principal place of business in Greensburg, Pennsylvania.

The Insurance Policies at Issue

7. Zurich issued policy number GLO 6445435-18 (hereinafter, the "Zurich Policy"), in effect from January 1, 2009, to January 1, 2010, to Schindler Elevator Corporation ("Schindler"). Since May 2009, Schindler has provided elevator and escalator services at Circle Centre Mall (the "Mall") pursuant to contracts with Circle Centre and Simon Services, Inc., a wholly owned subsidiary of Simon.

8. A true and accurate copy of Zurich's insurance policy issued to Schindler is attached as **Exhibit 1**.

9. Old Republic issued policy number MWZY 57732 (hereinafter, the "Old Republic Policy"), in effect from January 1, 2009, to January 1, 2010, to KONE, Inc. ("KONE"). Prior to May 2009, KONE provided elevator and escalator services at the Mall pursuant to contracts with Circle Centre and Simon.

10. True and accurate copies of a Certificate of Liability Insurance, sample copies of policy endorsement forms referenced in the Certificate, and a Commercial General Liability Declarations page for the Old Republic Policy issued to KONE are attached as **Exhibit 2**.

11. The Zurich Policy includes endorsement form CG 20 26 07 04, titled "Additional Insured – Designated Person or Organization," which provides:

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

[The Schedule in the form states: "Only those persons or organizations where required by written contract."]

12. The Certificate of Insurance for the Old Republic Policy specifically provides that:

Simon Property Group, Inc., its managing agent, and their respective officers, directors, shareholders, members, partners, parents, subsidiaries and any other affiliated entities, agents, servants, employees and independent contractors of these persons or entities, and all entities listed on the attached Schedule 1 are named additional insured on ISO Forms CG 2010 0704 and CG 2037 0704 to the extent of the terms of the Master Agreement between Simon Property Group and KONE Inc. dated October 1, 2008.

13. Form CG 2037 0704, titled "Additional Insured – Owners, Lessees or Contractors – Completed Operations," provides:

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

14. Circle Centre entered into contracts with Schindler and KONE for elevator and escalator maintenance services for the Mall. These contracts required Schindler and KONE to name Circle Centre and Simon as additional insureds under their liability insurance policies.

The Fall at the Mall and Subsequent Personal Injury Lawsuit

15. On October 22, 2009, during the FFA National Convention, Texas teenager Phillip Caler fell from an escalator at the Mall and sustained injuries.

16. On May 5, 2011, First Bank Southwest, as guardian of the estate of Phillip Caler, Gary Caler, individually and as parent and guardian of Phillip Caler, and Angie Ramsey, individually and as parent Phillip Caler, filed a complaint in Marion County, Indiana, seeking damages arising from Caler's fall (hereinafter, the "Caler Case").

17. Simon, Circle Centre, Schindler, KONE, Escalator Handrail USA, Inc., and EHC Canada, Inc., were named defendants in the Caler Case.

18. The initial Caler complaint alleged that Simon, Schindler and KONE were negligent as common carriers and proximately caused Caler's injuries.

19. On September 16, 2011, an amended complaint was filed in the Caler Case, which added Circle Centre as a defendant and which continued to allege that all defendants were negligent as common carriers and proximately caused Caler's injuries.

20. On January 20, 2012, a second amended complaint was filed in the Caler Case, which substituted several defendants and which continued to allege that Simon, Circle Centre, Schindler and KONE were negligent as common carriers and proximately caused Caler's injuries.

Claims Submitted to the Insurers

21. By letter dated August 4, 2011, Circle Centre and Simon requested indemnification and defense of the Caler Case from Schindler and its insurer. Schindler and its insurer received the letter, but no response to the request for indemnification or a defense was received from Schindler's insurer.

22. By letter dated March 7, 2013, Circle Centre and Simon requested that Old Republic defend and indemnify them as additional insureds under the Old Republic Policy issued to KONE. Old Republic received the letter, but no response was received from Old Republic to the tender of the suit.

23. By letter dated March 7, 2013, Circle Centre and Simon again requested that Schindler's insurer, Zurich, defend and indemnify them as additional insureds.

24. By letter dated June 17, 2013, Zurich responded to Circle Centre and Simon's tender and stated that "under the terms ZAIC's insurance policy for Schindler we will provide a defense to SIMON subject to this Reservation of Rights." Zurich has not followed through on its promise.

25. Trial in the Caler Case was scheduled for July 31, 2013.

26. A mediation of the Caler Case was conducted on June 28, 2013. No one from Zurich attended the mediation on behalf of Circle Centre and/or Simon, and Zurich did not communicate with Circle Centre or Simon prior to the mediation.

27. Prior to July 25, 2013, Schindler and KONE settled their liability in the Caler Case.

28. By letter dated July 25, 2013, Circle Centre and Simon requested confirmation from Zurich that it would indemnify them up to the limits of liability of the Zurich Policy. Zurich did not respond.

29. On July 26, 2013, Circle Centre and Simon settled their liability in the Caler Case with a contribution from XL.

30. On April 11, 2014, Circle Centre and Simon submitted their claim for defense costs along with supporting documentation to Zurich and requested reimbursement. Zurich received the claim, but no response has been received from Zurich to the request for reimbursement.

31. Circle Centre and Simon qualified as additional insureds under the terms of the Zurich Policy.

32. Circle Centre and Simon qualified as additional insureds under the terms of the Old Republic Policy.

COUNT I – Breach of Contract by Zurich

33. Plaintiffs incorporate Paragraphs 1 through 34 asserted above as if fully set forth herein.

34. Circle Centre and Simon have an insurable interest and are entitled to sue on the Zurich Policy.

35. Zurich has breached its duties and obligations under the Zurich Policy and its promise by, among others: (a) failing to defend and indemnify Circle Centre and Simon in connection with the Caler Case; (b) misleading Circle Centre and Simon by stating that Zurich would provide a defense and then failing to do so; (c) failing to make timely or other payments for covered losses; (d) refusing to respond to the submitted claim; (e) failing to communicate with Circle Center and Simon concerning the submitted claim; and (f) failing to provide a rational basis or explanation for Zurich's misrepresentations, conduct and then lack of communication.

36. Circle Center and Simon have performed all conditions precedent to the enforcement of the Zurich Policy and have not excused Zurich's nonperformance and other breaches.

37. As a direct and proximate result of Zurich's breaches and other nonperformance, Circle Centre and Simon have been damaged.

WHEREFORE, Circle Centre and Simon pray for judgment against Zurich in an amount sufficient to compensate Circle Centre and Simon for their losses, including but not limited to compensatory and incidental damages, prejudgment and post-judgment interest, the costs of this action, and for all other appropriate relief for Circle Centre and Simon.

COUNT II – Breach of Contract by Old Republic

38. Plaintiffs incorporate Paragraphs 1 through 37 asserted above as if fully set forth herein.

39. Circle Centre and Simon have an insurable interest and are entitled to sue on the Old Republic Policy.

40. Old Republic has breached its duties and obligations under the Old Republic Policy by, among others: (a) failing to defend and indemnify Circle Centre and Simon in connection with the Caler Case; (b) failing to make timely or other payments for covered losses; (d) refusing to respond to the submitted requests of Circle Centre and Simon; (e) failing to communicate with Circle Center and Simon concerning the submitted requests of Circle Centre and Simon; and (f) failing to provide a rational basis or explanation for Old Republic's conduct and refusal to communicate.

41. Circle Center and Simon have performed all conditions precedent to the enforcement of the Old Republic Policy and have not excused Old Republic's nonperformance and other breaches.

42. As a direct and proximate result of Old Republic's breaches and other nonperformance, Circle Centre and Simon have been damaged.

WHEREFORE, Circle Centre and Simon pray for judgment against Old Republic in an amount sufficient to compensate Circle Centre and Simon for their losses, including but not limited to compensatory and incidental damages, prejudgment and post-judgment interest, the costs of this action, and for all other appropriate relief for Circle Centre and Simon.

COUNT III – Bad Faith/Breach of Duty of Good Faith and Fair Dealing by Zurich

43. Plaintiffs incorporate Paragraphs 1 through 44 asserted above as if fully set forth herein.

44. Zurich owed a duty of good faith and fair dealing to Circle Centre and Simon.

45. Zurich has breached its duty of good faith and fair dealing owed to Circle Centre and Simon by its acts and omissions, including but not limited to:

- (a) unjustifiably failing to defend and indemnify Circle Centre and Simon in connection with the Caler Case;
- (b) intentionally and/or otherwise misleading Circle Centre and Simon by stating that Zurich would provide a defense and then failing to do so;
- (c) intentionally or otherwise failing to make timely or other payments for covered losses;
- (d) refusing to respond to the submitted claim;
- (e) failing to communicate with Circle Center and Simon concerning the submitted claim;
- (f) failing to provide a rational basis or explanation for Zurich's misrepresentations, conduct and lack of communication;
- (g) making unfounded refusals to pay policy proceeds for covered losses;
- (h) causing unnecessary and knowingly harmful delays in making payment;
- (i) deceiving Circle Centre and Simon;
- (j) misrepresenting pertinent facts and/or obligations to Circle Centre and Simon;

(k) failing to represent Circle Centre and Simon in settlement discussions and mediation in the Caler Case;

(l) failing to acknowledge and act reasonably promptly upon communications relating to Circle Centre and Simon's claims under the Zurich Policy and Zurich's promise;

(m) not attempting in good faith to effectuate a prompt, fair and equitable settlement;

(n) compelling Circle Centre and Simon to institute litigation to recover amounts due;

(o) failing to promptly acknowledge and explain applicable coverages and limits to Circle Centre and Simon; and

(p) otherwise failing to act with any rational basis and/or explanation for its actions.

46. Zurich's breaches, actions and omissions were oppressive, intentional, reckless, groundless, grossly negligent, made in heedless disregard for the facts or law, and/or made in bad faith.

WHEREFORE, Circle Centre and Simon pray for judgment against Zurich in an amount sufficient to compensate them for their losses, including but not limited to compensatory and incidental damages, prejudgment and post-judgment interest, the costs of this action, punitive damages, attorneys' fees and for all other appropriate relief for Circle Centre and Simon.

**COUNT IV – Bad Faith/Breach of Duty of Good Faith
and Fair Dealing by Old Republic**

47. Plaintiffs incorporate Paragraphs 1 through 48 asserted above as if fully set forth herein.

48. Old Republic owed a duty of good faith and fair dealing to Circle Centre and Simon.

49. Old Republic has breached its duty of good faith and fair dealing owed to Circle Centre and Simon by its acts and omissions, including but not limited to:

- (a) unjustifiably failing to defend and indemnify Circle Centre and Simon in connection with the Caler Case;
- (b) intentionally or otherwise failing to make timely or other payments for covered losses;
- (c) refusing to respond to the submitted claim;
- (d) failing to communicate with Circle Center and Simon concerning the submitted claim;
- (e) failing to provide a rational basis or explanation for Old Republic's lack of communication;
- (f) making unfounded refusals to pay policy proceeds for covered losses;
- (g) causing unnecessary and knowingly harmful delays in making payment;
- (h) failing to represent Circle Centre and Simon in settlement discussions and mediation in the Caler Case;

- (i) failing to acknowledge and act reasonably promptly upon communications relating to Circle Centre and Simon's claims under the Old republic Policy;
- (j) refusing to pay Circle Centre and Simon's claims without conducting a reasonable investigation;
- (k) failing to affirm or deny coverage of claims within a reasonable time;
- (l) not attempting in good faith to effectuate a prompt, fair and equitable settlement;
- (m) compelling Circle Centre and Simon to institute litigation to recover amounts due;
- (n) failing to promptly acknowledge and explain applicable coverages and limits to Circle Centre and Simon; and
- (o) otherwise failing to act with any rational basis and/or explanation.

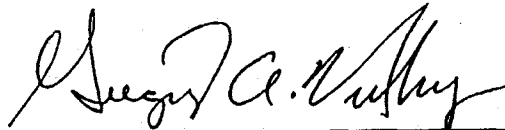
50. Old Republic's breaches, actions and omissions were oppressive, intentional, reckless, groundless, grossly negligent, made in heedless disregard for the facts or law, and/or made in bad faith.

WHEREFORE, Circle Centre and Simon pray for judgment against Old Republic in an amount sufficient to compensate them for their losses, including but not limited to compensatory and incidental damages, prejudgment and post-judgment interest, the costs of this action, punitive damages, attorneys' fees and for all other appropriate relief for Circle Centre and Simon.

JURY DEMAND

Plaintiffs request that all claims and issues in this action be tried by a jury

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gregory A. Neibarger", is written over a horizontal line.

Gregory A. Neibarger (22095-49)
Bingham Greenebaum Doll LLP
2700 Market Tower
10 W. Market Street
Indianapolis, Indiana 46204
Phone (317) 635-8900
Fax (317) 236-9907
gneibarger@bgdlegal.com



Commercial General Liability Policy

Occurrence General Liability

Zurich North America

Insurance is provided by the company designated on the Declaration Page.
(A stock insurance company.)
U-GL-141-A (CW) (7/88)

SCHINDLER001120

COMMERCIAL INSURANCE**COMMON POLICY DECLARATIONS**

Policy Number GLO 6445435-19
 Named Insured and Mailing Address
 SCHINDLER ENTERPRISES, INC.
 20 WHIPPANY ROAD
 MORRISTOWN NJ 07960

Renewal of Number GLO 6445435-18
 Producer and Mailing Address
 WELLIS OF NEW YORK, INC.
 200 LIBERTY ST FL 6TH
 NEW YORK NY 10281-1003

Producer Code 50443-801

Policy Period: Coverage begins 01-01-09 at 12:01 A.M.; Coverage ends 01-01-10 at 12:01 A.M.

The named insured is ☐ Individual ☐ Partnership ☒ Corporation
☐ Other.

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

GENERAL LIABILITY COVERAGE PREMIUM \$ [REDACTED]
 Issued by ZURICH AMERICAN INSURANCE COMPANY

FL Hurricane Catastrophe Fund
 FL Insurance Guaranty Assoc.
 FL FIGA Emergency
 FL FIGA
 KY Surcharge
 NJ Prop Liability Ins. Guar Surcharge
 VA Birth-Related Neurological Injury Comp Fund
 WA Regulatory Surcharge
 WV Surcharge

This is a true & certified copy of
 the original policy.

Dated: 4-15-09

Signed: *Charles Pascuro*

\$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]

NOTICE: THESE POLICY FORMS AND THE
 APPLICABLE RATES ARE EXEMPT FROM THE FILING
 REQUIREMENTS OF THE NEW YORK STATE INSURANCE
 DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
 MUST MEET THE MINIMUM STANDARDS OF THE NEW
 YORK INSURANCE LAW AND REGULATIONS.

THIS PREMIUM MAY BE SUBJECT TO AUDIT.
 This premium does not include Taxes and Surcharges.

TOTAL \$ [REDACTED]

Taxes and Surcharges

TOTAL \$ [REDACTED]

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE OF FORMS AND ENDORSEMENTS.**

Countersigned this day of

Mark Elias

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

2-14057

UGLD-310-A (01/83)
 Page 1 of 1

SCHINDLER001121

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS		
Policy Number: GLO8445435-19		
Named Insured: SCHINDLER ENTERPRISES, INC		
Policy Period: Coverage begins 01-01-09 at 12:01 A.M.; Coverage ends 01-01-10 at 12:01 A.M.		
Producer Name: WILLIS HRH Producer No. 50443-801		
Item 1. Business Description:		
Item 2. Limits of Insurance		
GENERAL AGGREGATE LIMIT	\$ 5,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 5,000,000	
EACH OCCURRENCE LIMIT	\$ 2,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000	Any one premises
MEDICAL EXPENSE LIMIT	\$ 10,000	Any one person
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 2,000,000	Any one person or organization
EMPLOYEE BENEFITS LIABILITY COVERAGE	\$ 2,000,000	Each Act, Error or Occurrence Omission
	\$ 2,000,000	Aggregate Limit
Item 3. Retroactive Date (CG 00 02 ONLY)		
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here: (Enter Date or "None" if no Retroactive Date applies)		
Item 4. Form of Business and Location Premises		
Form of Business:		
Location of All Premises You Own, Rent or Occupy: See Schedule of Locations		
Item 5. Schedule of Forms and Endorsements		
Form(s) and Endorsement(s) made a part of this Policy at time of issue: See Schedule of Forms and Endorsements		
Item 6. Premiums		
Coverage Part Premium		
Other Premium:		
Total Premium:		

U-GL-D-1116-B CW (9/04)

SCHINDLER001122

Policy Number
GLO 6445435-19

SCHEDULE OF FORMS AND ENDORSEMENTS

ZURICH AMERICAN INSURANCE COMPANY

Named Insured SCHINDLER ENTERPRISES, INC.

Effective Date: 01-01-09
12:01 A.M., Standard Time

Agent Name WILLIS OF NEW YORK, INC.

Agent No. 50443-801

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-630-C	12-07	DISCLOSURE OF IMPORTANT INFO REL TO TRIA
U-GU-773-A	04-08	FL DISCLOSURE IMPORTANT INFO REL TO TRIA
U-GU-722-C FL	03-08	FL CITIZENS PROP INS CORP ASSESS. 2004
U-GU-726-A FL	07-06	FL HURRICANE CAT FUND EMERGENCY ASSESSMT
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-319-E	05-96	IN WITNESS CLAUSE
U-GU-406-A	07-94	INSTALLMENT PREMIUM SCHEDULE
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 40	11-05	CONNECTICUT CHANGES - CIVIL UNION
IL 01 41	09-08	NEW JERSEY CHANGES - CIVIL UNION
IL 01 42	09-08	OREGON CHANGES - DOMESTIC PARTNERSHIP
IL 01 45	09-08	NEW HAMPSHIRE CHANGES - CIVIL UNION
IL 02 08	09-07	NJ CHANGES-CANC & NONRENL
IL 02 34	09-08	NORTH DAKOTA CHANGES-CANC & NONRENL
U-GU-298-B CW	04-94	CANCELLATION BY US
U-GU-766-A	12-07	NOT OF IMP CHANGES RELATING TO TRIA INS
UGU767A	01-08	CAP ON LOSSES FROM CERTIFIED ACT OF TERR

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-919-B CW	12-01	KNOWLEDGE OF OCCURRENCE ENDORSEMENT
U-GL-1055-A CW	12-01	BODILY INJURY REDEFINED
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
U-GL-851-B CW	06-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-915-C CW	08-04	FELLOW EMPLOYEE COVERAGE ENDORSEMENT
U-GL-917-C CW	08-04	INCIDENTAL MEDICAL MALPRACTICE COV ENDT
U-GL-922-B CW	12-01	NOTICE OF ERROR IN CLAIM REPORTING ENDT
U-GL-925-B CW	12-01	WAIVER OF SUBROGATION (BLANKET) ENDT.
U-GL-D-851-B CW	09-04	EMPLOYEE BENEFITS LIAB (OCCURRENCE) COV
U-GL-113-B CW	04-89	MANUSCRIPT ENDORSEMENT
CG 00 01	12-07	COMMERCIAL GENERAL LIABILITY COV FORM
CG 31 87	12-04	HAWAII CHANGES-CANCELLATION & NONRENEWAL
CG 32 03	11-05	RHODE ISLAND CHANGES - LEAD POISONING
UGL872A	10-96	PREMIUM & REPORTS AGREEMENT-COMP. RATED
CG 20 10	07-04	ADDL INSD-OWNERS, LESSEES OR
CG 20 11	01-96	ADDL INSD-MANAGERS/LESSORS OF PREMISES
CG 20 15	07-04	ADDL INSD-VENDORS
CG 20 26	07-04	ADDL INSD-DESIGNATED PERSON/ORGANIZATION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 55	09-99	TOTAL POLLUTION EXCL. WITH HOSTILE FIRE
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 73	01-08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 24 17	10-01	CONTRACTUAL LIABILITY - RAILROADS
CG 25 03	03-97	DESIGNATED CONSTRUCTION PROJECTS GENERAL
CG 26 20	10-93	NJ CHANGES - LOSS INFORMATION
CG 26 88	01-08	AK EXCL OF CERTIFIED ACTS OF TERRORISM
U-GL-1058-A CW	05-02	EXCESS COV INSD'S INT/SPEC WRAP UP PRGM
U-GL-920-A CW	12-97	NONOWNED WATERCRAFT COVERAGE ENDT
U-GL-921-A CW	12-97	AMENDMENT OF REPRESENTATIONS CONDITION
U-GL-1195-B CW	06-04	FUNGI/BACTERIA EXCLUSION DISCLOSURE
U-GL-1203-A CW	04-04	POLLUTION LIABILITY EXCLUSION DISCLOSURE

U-GU-619-A CW (10/02)

INSURED COPY

SCHINDLER001123

		Policy Number GLO 6445435-19
SCHEDULE OF FORMS AND ENDORSEMENTS		
ZURICH AMERICAN INSURANCE COMPANY		
Named Insured	SCHINDLER ENTERPRISES, INC.	Effective Date: 01-01-09 12:01 A.M., Standard Time
Agent Name	WILLIS OF NEW YORK, INC.	Agent No. 50443-801
UGL824BCW	07-03	RETROSPECTIVE PREMIUM ENDORSEMENT
UGLD1115B	09-04	COMMERCIAL GENERAL LIABILITY COVERAGE

U-GU-619-A CW (10/02)

INSURED COPY

SCHINDLER001124



ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
Declined

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.
FLORIDA - DISCLOSURE OF IMPORTANT INFORMATION
RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

Please see form U-GU-630-C.

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31): (1) the Federal Government shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion; and (2) no insurer that has met its deductible under the program shall be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. If insured losses exceed \$100 billion, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

**Florida Citizens Property Insurance Corporation
Assessment (2004 Hurricanes)**



The Florida legislature established the Florida Citizens Property Insurance Corporation in 2002 to provide insurance to homeowners and other property owners in high-risk areas and to others who cannot find insurance coverage in the private market. Florida Citizens Property Insurance Corporation is permitted by law to fund its deficits through assessments on the private insurance market.

As a result of the 2004 hurricanes, Florida Citizens Property Insurance Corporation has made an assessment of \$515,490,314 to fund a deficit in its High Risk Account. As a result of this assessment, premium for insurance on real or personal property as defined in Section 624.604, F.S., including insurance for fire, industrial fire, allied lines, farm owners multiperil, homeowners multiperil, commercial multiperil, and mobile homes, and including liability coverage on all such insurance but excluding inland marine and certain vehicle insurance other than insurance on mobile homes is subject to a surcharge in order to fund the assessment.

The factor applied to this policy as a result of this Florida Citizens Property Insurance Corporation Assessment is 0.90% of applicable policy premium on or after March 1, 2008. According to Florida law, this amount is not subject to premium taxes, fees, or commissions.

2004 FL Citizens Regular Surcharge

Florida Hurricane Catastrophe Fund (FHCF)
Emergency Assessment - 2005 Hurricanes



The Florida legislature created the FHCF in order to provide capacity to the personal and commercial residential property insurance market. In accordance with Florida law, deficits of the FHCF are funded through emergency assessments on direct premiums for certain property and casualty lines of business in the state of Florida.

As a result of the 2005 hurricane season, the FHCF anticipates a deficit of approximately \$1.2 billion. In order to fund this deficit, policies effective on or after January 1, 2007 are subject to an emergency assessment of 1% of premium for the following lines of business:

Fire, Allied Lines, Multi-Peril Crop, Farmowners Multi-Peril, Homeowners Multi-Peril, Commercial Multi-Peril (liability and non-liability), Mortgage Guaranty, Ocean Marine, Inland Marine, Financial Guaranty, Earthquake, Other Liability, Products Liability, Private Passenger Auto No-Fault, Other Private Passenger Auto Liability, Commercial Auto No-Fault, Other Commercial Auto Liability, Private Passenger Auto Physical Damage, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Burglary and Theft, Boiler and Machinery, and Credit.

The FHCF emergency assessment applicable to this policy is not subject to premium taxes, fees, or commissions.



INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

NAMED INSURED Schindler Enterprises, Inc.	POLICY NUMBER GLO 6445435-19
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<u>PAYMENT DUE</u>	<u>PREMIUM</u>	<u>TAXES</u> <u>INSTALLMENTS</u>	<u>TOTAL PREMIUM</u>
01/1/2009 Payable on demand Premium	---	---	---

Failure to pay the Installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

U-GU-406-A (07/94)

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Important Notice - In Witness Clause

In return for the payment of premium and subject to all the terms of the policy, we agree with you to provide insurance as stated in this policy. This policy shall not be valid unless countersigned by the duly authorized Representative of the Company.

In Witness Whereof, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly authorized Representative.

Nancy D. Mueller

President

Corporate Secretary

Zurich American Insurance Company
American Guarantee and Liability Insurance Company
American Zurich Insurance Company
Zurich American Insurance Company of Illinois
Administrative Offices
Zurich Towers
1400 American Lane
Schaumburg, Illinois 60196-1056

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8 a.m. - 4 p.m. [CT])

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

- A. The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Connecticut law.
- B. Under the Commercial Auto. Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

- C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under New Jersey law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:
Spouse or individual who is in a domestic partnership recognized under Oregon law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. All references to spouse shall include a partner in a civil union recognized under New Hampshire law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or the Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

- a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium; or

- (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- (i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

- (ii) "The substantial risk, danger or probability that the character, circumstances, or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

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- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.
- C. The following is added to the Cancellation Common Policy Condition:
7. Cancellation Of Policies In Effect For 60 Days Or More
- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
 - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
- (13) Agency termination, provided:
- (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- d. Notice will be sent to the last mailing addresses known to us, by:
- (1) Certified mail; or
 - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

- (1) Replaced coverage elsewhere; or
- (2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

- a. Certified mail; or
- b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

- a. Replaced coverage elsewhere; or
- b. Specifically requested termination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by Paragraphs 2. and 3. below, except to the extent that item B. of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation; or
- (2) Five days before the effective date of cancellation for any condition stated in Paragraph B. of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

- (1) Nonpayment of premiums;
- (2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

- (3) The "insured's" actions that have substantially increased or substantially changed the risk insured;
- (4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;
- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;
- (7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at 62 years of age or older or to any person who is disabled according to social security standards;

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- (9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which substantially increases any hazard insured against; or

- (10) Certain conditions exist, as stated in Paragraph B. of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

- (a) Five days before the effective date of cancellation for any condition stated in Paragraph B. of this endorsement;
- (b) 10 days before the effective date of cancellation for nonpayment of premium; or
- (c) 30 days before the effective date of cancellation for any reason stated in Paragraphs 2.b.(2) through (9) above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs 2.b.(1) through (9) above.

If we cancel for a reason listed in Paragraphs 2.b.(1) through (9) above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

- B. We may also cancel the policy if one or more of the following conditions exist:

- 1. Buildings with at least 65% of the rental units in the building unoccupied.
- 2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
- 3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
- 4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
- 5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.

6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.

7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.

8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.

9. Buildings with any of the following conditions:

- a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
- b. Failure to correct conditions dangerous to life, health, or safety.
- c. Failure to maintain the building in accordance with applicable law.
- d. Failure to pay property taxes for more than one year.

10. Buildings that have characteristics of ownership condition, occupancy, or maintenance, which are violative of law or public policy.

- C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:

- a. 60 days prior to the expiration date of the policy, except as provided in Paragraph b.; or
- b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

3. We need not mail or deliver this notice if you have:

- a. Insured elsewhere;
- b. Accepted replacement coverage; or
- c. Requested or agreed to nonrenewal.

COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

**BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM**

SCHEDULE

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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SCHINDLER001142



NOTIFICATION OF IMPORTANT CHANGES RELATING TO TERRORISM RISK INSURANCE ACT

To Our Valued Customers:

The Terrorism Risk Insurance Act ("TRIA") had been scheduled to expire on December 31, 2007. Prior to the termination of the program, Congress enacted an extension of TRIA until December 31, 2014. There are several important changes to TRIA included with the extension of which you should be aware:

A. Change in Definition of "Act of Terrorism"

Prior to the enactment of the extension legislation, TRIA applied only to acts of terrorism committed by an individual or individuals "acting on behalf of any foreign person or foreign interest." This restriction has been removed such that the Secretary of Treasury may also certify acts of terrorism commonly described as "domestic terrorism." Because your policy may contain a limitation or exclusion relating to "certified acts of terrorism" and/or "other acts of terrorism" or "non-certified acts of terrorism" this change in the law may impact coverage under your policy. You should review your insurance policy and note the revised certification criteria under TRIA (as fully described in paragraph D. below).

B. Clarification of Operation of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

C. Change in the Recoupment of the Federal Share of Insured Losses

Should there be a terrorist act certified under TRIA, Treasury must recoup 133% of the amount of its payments under the program (limited to \$27.5 billion minus the amount insurers retain in that calendar year as a result of the insurer deductible and co-share) through policyholder surcharges:

1. For an act of terrorism occurring prior to 2011, the collection must be completed by September 30, 2012;
2. For an act of terrorism occurring during 2011, the collection must be 35% completed by September 30, 2012 with the balance collected by September 30, 2017; and
3. For a later event, the collection must be completed by September 30, 2017.

D. Revised Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
---------------	---------------	----------------	--------------------

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act ("TRIA"). The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

Knowledge of Occurrence Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
 Railroad Protective Liability Coverage Part
 Liquor Liability Coverage Part
 Product/Completed Operations Coverage Part
 Business Auto Coverage Part
 Truckers Liability Coverage Part
 Garage Coverage Part
 Farm Liability Coverage Part

1. The Duties In The Event Of Accident, Occurrence, Offense, Injury, Claim Or Suit condition is amended per the following:

It is agreed that knowledge of an "accident", "occurrence", offense, "injury", claim, or "suit" by your agent, servant, or "employee" will not in itself be considered to be your knowledge of the "accident", "occurrence", offense, "injury" claim, or "suit" unless the individual(s) in the following positions(s) or department shall have received such notice from the agent, servant, or "employee":

Position or Department

Only those persons or organizations for whom you are required to waive your rights of recovery under the terms of a written contract.

2. If a claim is made or "suit" is brought against any insured, you or the individual(s) in the Position or Department above must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us and see that we receive written notice of the claim or "suit" as soon as practicable.

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SCHINDLER001145

Bodily Injury Redefined

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Retain. Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Form

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

Asbestos Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Asbestos

- A. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- B. Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - 1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - 2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- C. Any other loss, cost or expense arising out of or relating in any way to asbestos.

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SCHINDLER001147



Employee Benefits Liability - Occurrence Coverage Form

This Coverage Form provides occurrence coverage. Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotes have special meaning. Refer to the Definitions Section.

Section I. Coverage - Employee Benefit Liability

1. Insuring Agreement

- A. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of any act, error, or omission of the "insured" in the "administration" of the "insured's" "employee benefit programs". We will have the right and duty to defend the "insured" against any suit seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for any act, error, or omission for which this insurance does not apply. We may, at our discretion, investigate any claim and settle any "suit" that may result; but:

1. The amount we pay for damages is limited as described in Section II - Limits of Insurance of this Coverage Part; and
2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Employee Benefit Liability coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of this Coverage Part.

- B. This insurance applies to an act, error or omission only if:
1. The act, error, or omission takes place in the "coverage territory";
 2. The "insured" had no knowledge of and could not have reasonably foreseen any circumstances which might result in a claim or "suit"; and
 3. The act, error, or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to any:

- A. "Bodily injury", "property damage" or "personal and advertising injury";
- B. Any "claim" or "suit" arising out of any dishonest, fraudulent, criminal or malicious act;
- C. Any "claim" or "suit" arising out of discrimination or humiliation;
- D. Any "claim" or "suit" arising out of an insurer's or other provider's failure to perform its contract;
- E. Any "claim" or "suit" arising out of your failure to comply with any workers compensation, unemployment insurance, social security, or disability benefits law;
- F. Any "claim" or "suit" arising out of the failure of any of your "employee benefit plans" to meet obligations due to insufficient funds;
- G. Any "claim" or "suit" arising out of:
 - a. Advice given to any person to participate or not participate in a plan or program included in "employee benefit programs";
 - b. The appointment of, or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
 - c. Any investment activity, including the management, administration, or disposition of assets of your "employee benefit programs"; or
 - d. Failure of any investment to perform as represented by any "insured".
- H. Any "claim" or "suit" arising out of an "Insured's" liability as a fiduciary under:

- a. The Employee Retirement Income Security Act of 1974 (ERISA) and its amendments; or
- b. The Internal Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments.

3. Supplementary Payments

We will pay, in addition to the applicable Limits of Insurance, with respect to any claim we investigate or settle or "suit" we defend:

- A. All expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us, and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our liability.
- B. Premiums on appeal bonds required and on bonds to release attachments in any "suit". We do not have to furnish these bonds.
- C. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- D. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

II. Limits of Insurance

- A. The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or "suits" brought; or
 - (3) "Employees" or dependents or beneficiaries of "employees" making claims or bringing "suits".
- B. The Aggregate Limit is the most we will pay for all damages because of all "claims" or "suits" arising from the "administration" of your "employee benefit programs" during the policy period.
- C. Subject to the Aggregate Limit provisions in B. above, the Each Act, Error, or Omission Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of acts, errors, or omissions committed in the "administration" of your "employee benefit programs".
- D. The limits of this Coverage Part apply separately to each consecutive annual period and to any remain-

ing period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. Conditions

A. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of our obligations.

B. Duties in the Event of an Act, Error, Omission, Claim or Suit

- (1) Regardless of whether the loss exceeds any applicable deductible amount, you must see to it that we are notified as soon as practicable of any act, error, or omission which may result in a claim. To the extent possible, notice should include:

- a. How, when, and where the act, error, or omission took place;
- b. The names and addresses of any injured "employee", dependents, or beneficiaries of any "employee" and witnesses.

- (2) If a claim is received by any "insured", you must:

- a. Immediately record the specifics of the claim and the date received; and
- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

- (3) You and any other involved "insured" must:

- a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury to which this insurance may also apply.

- (4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured", and the claimant or the claimant's legal representative.

D. Other Insurance

- (1) This Coverage Part is primary insurance, except when stated, to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which applies to the loss on an excess or contingent basis, the amount of our liability under this Coverage Part shall not be reduced because of such other insurance.
- (2) When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, we shall not be liable for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution by Equal Shares

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

b. Contribution by Limits

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- (1) As if each Named Insured were the only Named Insured; and
- (2) Separately to each "insured" against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

IV. Definitions

A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (2) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. "Administration" means:

- (1) Counseling "employees", including their dependents and beneficiaries, with respect to "employee benefit programs";
- (2) Handling records in connection with "employee benefit programs"; or
- (3) Effecting or terminating an "employee's" participation in a plan included in "employee benefit programs".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

- (1) The United States of America (including its territories and possessions), Puerto Rico, and Canada; or
- (2) All parts of the world if the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the territory described in D. (1) above, or in a settlement to which we agree.

E. "Employee" means:

Your officers and employees, whether actively employed, disabled, or retired.

F. "Employee benefit programs" mean:

Group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, salary continuation

plans, social security, disability benefits insurance, savings plans, vacation plans, or any other similar plans or programs.

G. "Insured" means:

You and any of your partners, executive officers, directors, members, stockholders or "employees", provided such "employee" is authorized to act in the "administration" of your "employee benefit program".

H. "Personal and advertising injury" means:

Injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- (1) False arrest, detention, or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- (4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
- (5) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- (6) The use of another's advertising idea in your "advertisement"; or

- (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

I. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property.
- (2) Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications, software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

J. "Suit" means:

A civil proceeding in which damages to which this insurance applies is alleged. "Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Fellow Employee Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Addl. Prem.	Retain. Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. It is agreed that paragraph 2. a. (1) of SECTION II - WHO IS AN INSURED is deleted and replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) (a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services.

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SCHINDLER001152

Incidental Medical Malpractice Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

I. Sections 2.a.(1)(d) of Section II. WHO IS AN INSURED are deleted and replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:**

(1) "Bodily injury" or "personal and advertising injury":

(d) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:

- (1) medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or**
- (2) emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.**

II. Any insurance coverage provided by this endorsement is excess over any other valid and collectible insurance.

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SCHINDLER001153

Notice of Error In Claim Reporting Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Retain. Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to Duties In The Event Of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

- e. In the event that an insured reports an "occurrence" to the workers compensation carrier of the named insured, and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

EMPLOYEE BENEFIT LIABILITY COVERAGE PART - OCCURRENCE DECLARATIONSPolicy Number: GLO 6445435-19Named Insured: SCHINDLER ENTERPRISES, INC.Policy Period: Coverage begins 01-01-09 at 12:01 A.M.; Coverage ends 01-01-10 at 12:01 A.M.Producer Name: WILLIS OF NEW YORK, INC.Producer No. 50443-801**Item 1. Limits of Insurance**\$ 2,000,000 Aggregate Limit\$ 2,000,000 Each Act, Error or Omission Limit**Item 2. Form of Business:**

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation
☐ Other

Item 3. Premium Schedule:

Code No.	Premium Basis (Estimated Number of Employees)	Rate	Advance Premium
	<u>Incl.</u>	\$ _____ Per Employee	\$ _____
		\$ _____ Flat Charge	\$ _____

Total Advance Premium For This Coverage Part: \$ INCLUDEDAudit Period: ☐ Annual ☐ Semi-annual ☐ Quarterly ☐ Monthly

Forms And Endorsements Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

BROAD NAMED INSURED

Schindler Enterprises, Inc.
Schindler Elevator Corporation
Schindler Corporation of Puerto Rico
Horizon Investment Corporation
Universal Technology Corporation
Millar Elevator Service Company
Adams Elevator Equipment Co.
Hollingsworth Elevator Service Inc.
Hobson Schindler Elevator Co.
Tri-State Schindler Elevator Co.
Millar Elevator Industries, Inc.
Tillipman Elevator
American Elevator Company, Inc.
Consolidated Standard Elevator Company
Eastern Elevator Company
Houston Elevator Company
O. Thompson Elevator Company
S&N Elevator Company
Elevator Products Corporation
United Western Elevator Company
Canton Elevator
Lederman Elevator
Millar Elevator Service Company of Chicago
Millar Elevator Service Company of Puerto Rico
Hotchkiss Elevator Company
NYC Health & Hospital Corporation
Hontz Elevator Company, Inc.
Hontz Elevator of Florida, Inc.
Slade Industries, Inc. d/b/a Slade Elevator Company
Omni Lifts, Inc. d/b/a Omni Elevator Co.
Continental Elevator Co.
Atlantic Elevator Company, Inc.
Valley Elevator, Inc.
and any subsidiary company as now formed or constituted, and
any other company over which the Named Insured has active
control so long as the Named Insured or any subsidiary
company has an ownership interest of more than 50% of such
company.

U-GL-113-B CW (04/89)

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SCHINDLER001157

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Amendment of Fire and Explosion
Liability Coverage

The policy is amended as follows:

A. The word "fire" is changed to "fire or explosion" where it appears in:

- (1) The Limits of Insurance section of the Declarations;
- (2) The last paragraph of Coverage A (Section I) (after the exclusions);
- (3) Paragraph 6. of Limits of Insurance and
- (4) Paragraph b. of the other Insurance Conditions;

But the limit of insurance shown in the declarations will apply to all damage approximately caused by the same event, whether such damage results from fire or explosion or both.

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COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Alienated Premises Exclusions

It is hereby understood and agreed that Alienated Premises
Exclusion 2] (2) (3) are deleted.

U-GL-113-B CW (04/89)

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SCHINDLER001159

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Exclusion Deletion

It is hereby understood and agreed that the following exclusions are deleted:

Personal Injury Contractual Exclusion Section I Cov B 2a
Liquor Liability Exclusion Section I 2.c
Error and Omissions Exclusion under Contractual Liability only for the city of Syracuse.

Contractual Liability Exclusions for Architects, Engineers and Surveyors (Items 9.f.2 (a) and (b) under Section V - Definitions).

U-GL-113-B CW (04/89)

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SCHINDLER001160

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Personal Injury Amendment

It is agreed that this endorsement modifies Commercial General Liability Coverage Form (CG 00 01 12 07).

Section V, Item 14 is amended to include discrimination or humiliation.

U-GL-113-B CW (04/89)

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SCHINDLER001161

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Assault and Battery Amendment

It is agreed that this endorsement modifies Commercial General Liability Coverage Form (CG 00 01 12 07).

Amend exclusion 2a of Section I, Coverage A, to read:
"Bodily Injury" or "Property Damage" executed or intended from the standpoint of the Insured. This exclusion does not apply to "Bodily Injury" or "Property Damage" resulting from the use of force to protect persons or property.

U-GL-113-B CW (04/89)

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SCHINDLER001162

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Assault and Battery Amendment

It is agreed that this endorsement modifies Commercial General Liability Coverage Form (CG 00 01 12 07).

Amend exclusion 2a of Section I, Coverage A, to read:
"Bodily Injury" or "Property Damage" executed or intended from the standpoint of the Insured. This exclusion does not apply to "Bodily Injury" or "Property Damage" resulting from the use of force to protect persons or property.

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SCHINDLER001162

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Elevator/Escalator Inspections Services
Errors & Omissions Coverage

It is agreed that this endorsement modifies Commercial
General Liability Coverage Form (CG 00 01 12 07).

It is hereby understood and agreed that this policy will pay
those sums which the insured shall become legally liable to
pay as damages caused by a negligent act, error or
omission of the insured arising out of the insured's
rendering or failure to render inspection service as
respects elevator/escalators and related machinery.

U-GL-113-B'CW (04/89)

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SCHINDLER001163

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

Contractual Liability Exclusion

It is agreed that this endorsement modifies Commercial General Liability Coverage Form (CG 00 01 12 07).

Contractual Liability Exclusion for Architects, Engineers and Surveyors (items 9 f2 (a) and (b) under Section V - Definitions are deleted.

U-GL-113-B CW (04/89)

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SCHINDLER001164

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

The definition of the Named Insured is extended to apply to any joint venture that the Named Insured may participate in during the policy period and for any joint ventures previously participated in by any Named Insured (Schindler's interest only); however, such extension of coverage does not apply to other non-Schindler parties of the joint venture.

U-GL-113-B CW (04/89)

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SCHINDLER001165

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

BLANKET ADDITIONAL INSURED ENDORSEMENT

The "persons insureds" provision is amended to include as an insured any person or organization for whom the Named Insured has specifically agreed by written contract to procure bodily injury, property damage and personal injury liability insurance provided that:

- A. This insurance applies only to each coverage which the Named Insured has agreed to provide by contract, but in no event shall coverage exceed the coverage otherwise afforded by this policy.
- B. The amount of insurance is limited to that required by such written contract, but in no event shall the limits of liability exceed the limits of liability provided by the policy.
- C. This insurance applies only to bodily injury or property damage arising solely out of negligent acts, errors, omissions of the Named Insured while the Named Insured is actively engaged in operations at the site designated in the contract between the Named Insured and the additional Insured.
- D. This insurance shall apply as primary insurance as respect to any person or organization for whom the Insured has agreed by written contract to provide insurance on a primary basis. Any other insurance available to such person or organization shall be excess and not contributory with the insurance afforded by this policy.
- E. This insurance shall terminate upon the earlier of the following:
 - 1. Termination by written contract between the Named Insured and the additional insured; or
 - 2. When the project meets the definition of substantial completion in the contract between the Named Insured and the Additional Insured.

U-GL-113-B CW (04/89)

INSURED COPY

SCHINDLER001166

COVERAGE CHANGE ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the policy. Please read it carefully.

COMMERCIAL GENERAL LIAB. COVERAGE PART

The policy shall not be cancelled, terminated, modified or changed by the company unless thirty (30) calendar days prior written notice is sent to the Insured and also sent to New York City Health and Hospitals Corporation Construction Administration by registered mail, nor shall the policy be cancelled, terminated, modified or changed by the insured without the prior written consent of the New York City Health & Hospitals Corporation.

This endorsement only applies to contract # 16-2004-018

U-GL-113-B CW (04/89)

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SCHINDLER001167

COMMERCIAL GENERAL LIABILITY
CG-00-01-12-07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

I. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.

e. Contractual Liability

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an Insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the Indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that Indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the Indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's Indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of the Insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. **Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. **Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or 'suit' is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring 'suit' or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. 'Advertisement' means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. 'Auto' means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, 'auto' does not include 'mobile equipment'.

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad, property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
- Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;
6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;

7. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or

8. Any good faith reason with the approval of the insurance commissioner.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL OF POLICY

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

COMMERCIAL GENERAL LIABILITY
CG 32-03-11 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – LEAD POISONING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. With respect to the premises listed in the Declarations, for each "Compliant rental property", we will provide coverage under Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) for "bodily injury" arising out of an "occurrence" of lead poisoning.
Any such coverage will apply only to "bodily injury" and only if the "bodily injury" occurs during the policy period and arises out of lead poisoning from lead in a "Compliant rental property" for which a "Prima Facie Evidence of Compliance" is in effect at the time of the "bodily injury". The coverage will not apply to any of the "bodily injury" that occurred prior to November 1, 2005.
- B. No other coverage for liability arising out of the hazards of lead is provided under this Coverage Part.
- C. Subject to the General Aggregate Limit shown in the Declarations of this policy, the most we will pay for all "bodily injury" arising out of any one "occurrence" of lead poisoning shall not exceed the Each Occurrence Limit shown in the Declarations.
- D. For each "Rental property" for which you obtain "Prima Facie Evidence of Compliance" during the policy period, you must, as soon as practicable, notify us and provide us with a copy of the "Prima Facie Evidence of Compliance". The "Rental property" will become a covered "Compliant rental property" on the date the "Prima Facie Evidence of Compliance" becomes effective.
- E. If the "Prima Facie Evidence of Compliance" expires or is otherwise no longer in effect, no coverage for liability arising out of lead poisoning will be provided in the continuing policy.
- F. For the purposes of this endorsement, the following are added to Section V – Definitions:
 1. "Compliant rental property" means any residential "rental property" for which any one of the alternative methods of "Prima Facie Evidence of Compliance" has been provided to us by the owner of the property.
 2. "Prima Facie Evidence of Compliance" means:
 - a. A certificate of compliance of an independent clearance inspection and affidavit of visual inspection required to maintain the validity of the independent clearance inspection as described in R.I. Gen. Laws - 42-128.1-9(c);
 - b. Proof of a clearance exam showing that lead hazards are mitigated as described in R.I. Gen. Laws - 42-128.1-9(c);
 - c. Proof of abatement as described in R.I. Gen. Laws - 42-128.1-9(c); or
 - d. A Certificate of Presumptive Compliance as defined by R.I. Gen. Laws - 42-128.1-4(7)(iii).
 3. "Rental property" means pre-1978 premises containing dwelling unit(s) that are let, leased or rented to person(s) for the purposes of living, sleeping, cooking or eating therein, but does not include hotels, temporary housing, rooming nor boarding houses and rooms rented in otherwise owner-occupied homes.


ZURICH

Premium And Reports Agreement – Composite Rated Policies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part

Schedule

1. Unit of Exposure (Check One):

- ☐ per 1000 gallons - . ☐ per licensed "auto" ☐ per \$1,000 gross sales
☐ per \$1,000 payroll ☒ per other: Service Units

2. Coverage Unit of Exposure

120,094

Rate(s)

\$87.9885

Estimated Premium(s)

\$10,566.891

- 3. Deposit Premium:** \$ N/A
4. Minimum Premium: \$ N/A

Condition 5, Premium Audit, of Section IV, Commercial General Liability Conditions, is replaced by the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part according to our rules and the composite rates shown in the Schedule above or attached hereto.
- b. For policies other than Annual Reporting, the deposit premium shown in the Schedule is due and payable on the first day of the policy period. The first Named Insured will pay, within 20 days following the mailing or delivery of the statement of audited premium for each audit period, the earned premium due.
- c. Within 180 days after this Coverage Part expires we will conduct an audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the composite rate against the total developed exposure. If the earned premium is greater than the sum of the deposit and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned portion to the first Named Insured. However, the earned premium will not be less than the greater of the 80% of the estimated annual premium or the Minimum Premium shown in the Schedule.

- d. The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.

- e. The units of exposure shown in the Schedule are defined as follows:

- 1) Gallons means the total number of gallons of liquefied petroleum gasses invoiced on any basis to any customer, whether or not the insured actually takes possession of such gasses.
- 2) Gross sales means gross sales invoiced, before discounts, but does not include taxes collected for any governmental unit.
- 3) Licensed "auto" means the final average of the number of "autos" at policy inception and the number of "autos" at policy termination.
- 4) Other means the unit of exposure defined in the Unit of Exposure endorsement attached to this policy.
- 5) Payroll means total remuneration for all "employees" of the insured as defined in our rating manuals.

COMMERCIAL GENERAL LIABILITY
CG 21 55 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f, under Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

POLICY NUMBER: GLO 6445435-19

COMMERCIAL GENERAL LIABILITY
CG 20 15 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All vendors	All products of the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

POLICY NUMBER: GLO 6445435-19

COMMERCIAL GENERAL LIABILITY
CG 2011/01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

All leased premises

2. Name of Person or Organization (Additional Insured):

All lessors where required by contract

3. Additional Premium: INCL.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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SCHINDLER001192

POLICY NUMBER: GLO 6445435-19

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Only those persons or organizatons where required by written contract.	Only those locations required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY
CG 00 67 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Important Notice to Policyholders - Premium Determination for Work Performed By Subcontractors



The new Commercial General Liability Policy automatically covers you for any liability arising from operations performed on your behalf by independent contractors, subject to all applicable provisions of the contract.

In the event that you engage independent contractors to perform work for you, a premium will be charged to reflect this exposure. The premium you are charged for work subcontracted to others will vary depending on the nature of the work performed by the subcontractor(s); whether or not the subcontractors are insured for such operations and, if so, the amount and type of insurance carried by the subcontractors. Normally, a lower premium for subcontracted work will apply if we determine that the insurance carried by the subcontractor meets certain specific requirements.

The following questions and answers are intended to assist you in understanding how we determine your premium for work subcontracted to others:

1. **When is the insurance carried by a subcontractor considered to meet our requirements for assignment to classes 91581-91589?**

Unless otherwise specified by us prior to inception of your policy, subcontractors will be considered to meet our requirements if the subcontractor, during the period of time that the subcontractor worked for you, provided an insurance program at least equal to:

- a. Workers Compensation/Employers Liability;
- b. All coverages included in the general contractor's General Liability policy; and
- c. Limits of liability of at least equal to those of the primary limit of the general contractor.

Satisfactory evidence of the insurance carried by the subcontractor (i.e., a certificate of insurance) showing limits and coverages afforded must be available at the time of audit.

2. **What is the premium basis for work performed by subcontractors with insurance that meets our requirements?**

When the insurance carried by a subcontractor is determined to meet our requirements, we will use the total cost of the subcontracted work to determine your premium for those operations performed by the subcontractor on your behalf, and assign that cost to the appropriate Contractor/Subcontracted Work classifications.

3. **What is the premium basis for work performed by subcontractors who do not meet our adequate requirements?**

The premium you are charged for work performed on your behalf by subcontractors who do not meet our requirements will be based on the payroll portion of the total cost of the sublet work. If your records do not accurately reflect the payroll portion of that contract, or it cannot be determined by examination of the contract, then the entire cost of the contract may be deemed payroll. These subcontractors will be classified and rated as though they were your employees.

Important Information to Policyholders



In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the Zurich, North America office that issued this policy at the following address and telephone number:

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Virginia Bureau of Insurance at:

**Bureau of Insurance
Box 1157
Richmond, VA 23218**

The telephone number in Virginia is: 1-800-552-7945
Out-of-state policyholders may call: 1-804-371-9741

Written correspondence is preferable so that a record of your inquiry may be maintained. When contacting your agent, company, or Bureau of Insurance, have your policy number available.

Oregon Insurance Guaranty Association Surcharge

Policy Disclosure



Most insurers doing business in Oregon are required to participate in the Oregon Insurance Guaranty Association.

In the event an insurer fails, the Association settles unpaid claims on behalf of consumers.

Oregon law requires that policies be surcharged directly to recover the costs of handling those claims.

If your policy is surcharged, the term *surcharge* along with an indicated dollar amount will be displayed on the Common Policy Declarations or Information Page.



Massachusetts Large Commercial Policyholder Notice

A. Important Information:

The policy applied for is not subject to all insurance laws that apply to other commercial lines products and may contain significant differences from a policy that is subject to all insurance laws.

A listing of policy forms and endorsements are set forth in the Schedule of Forms and Endorsements.

B. Notice Regarding Cancellation:

If you signed the Massachusetts Large Commercial Policyholder Acknowledgement and you do not receive your policy at least 10 days prior to the effective date of coverage, you may terminate your policy on a pro-rata basis without penalty within 20 days of receipt of your policy.



Commercial Property And Casualty Risk Management Plans -Florida

Florida Regulation § 4-166.040 requires that we develop guidelines for risk management plans and make them available to our insureds. Guidelines for risk management plans are descriptive instructions and criteria for the establishment of risk management plans. The guidelines deal with one or more aspects of risk handling appropriate to one or more insureds.

Within 60 days of your request, Zurich Services Corporation will develop and provide you with guidelines for a risk management plan. Zurich Services Corporation can also work with you to design a risk management plan as needed.

In addition to furnishing you with guidelines for risk management plans, other services may be available to you which include:

General Surveys are designed to assist you in analyzing and reducing loss exposures through a review of your operations, products, liability, and the environment.

Special Surveys are similar to the General Surveys except they differ in scope and degree. They also are designed to assist your risk management efforts in areas of occupational health, environmental, property, products, and liability.

Seminars to provide training in safety management techniques and safety management counseling services.

Workshops designed to train your managers and supervisors on the materials needed to train your employees.

Maintaining a safe workplace is your non-delegable obligation. Neither we nor Zurich Services Corporation undertakes to relieve you of that obligation. However, we and Zurich Services Corporation may provide you with tools that may assist you to fulfill your obligations.

If you would like to receive guidelines for a risk management plan, please contact the Zurich Services Corporation Risk Engineering Manager.

Bruce Radaker
Risk Engineering
Zurich Services Corporation
3003 Summit Blvd., Suite 1800
Atlanta, GA 30319
(404) 851-3390

POLICYHOLDER NOTICE
ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
DIVISION OF INSURANCE
ATTORNEY FEES COVERAGE NOTICE A

**THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES
 UNDER ALASKA RULE OF CIVIL PROCEDURE 82**

In any suit in Alaska in which we have a right or duty to defend an insured in addition to the limits of liability, our obligation under the applicable coverage to pay attorneys fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitation:

We will not pay that portion of any attorney's fees that is in excess of fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the limit of liability of the applicable coverage.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

For example, the attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

- 20% of the first \$25,000 of a judgment;
- 10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$125,000, in addition to that amount you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$15,000, calculated as follows:

	20% of \$ 25,000		\$ 5,000
	10% of \$100,000		\$10,000
Total Award	\$125,000	Total Attorney Fees	\$15,000

If the limit of liability of the applicable coverage is \$100,000, we would pay \$100,000 of the \$125,000 award, and \$12,500 for Alaska Rule of Civil Procedure 82(b)(1) attorney fees, calculated as follows:

	20% of \$ 25,000		\$ 5,000
	10% of \$ 75,000		\$ 7,500
Total Limit of Liability	\$100,000	Total Attorney Fees Covered	\$12,500

You would be liable to pay, directly and without our assistance, the remaining \$25,000 in liability plus the remaining \$2,500 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.



ZURICH

Pollution Liability Exclusion Disclosure Notice

This insurance policy does not apply to or provides very limited coverage as respects pollution liability. You should refer to the specific pollution liability policy exclusions or pollution liability exclusion endorsements of your policy for determination of specific terms and conditions as respects exclusion of any pollution liability exposures that you may have. The policy exclusions of the Commercial General Liability Coverage Part, form CG 00 01, apply to pollution exposures in the "coverage territory" unless replaced or modified, as indicated in the applicable endorsement, by one or more of the following pollution exclusion endorsements. The pollution exclusion endorsements that are checked ☒ apply to pollution exposures in the indicated area(s) of the "coverage territory":

ISO FORM CG 00 01

- | | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | Total Pollution Exclusion Endorsement, ISO Form CG 21 49 | All states in the "coverage territory" except: |
| <input checked="" type="checkbox"/> | Total Pollution Exclusion - Hostile Fire Exception, ISO Form CG 21 55 | All states in the "coverage territory" except:

Only applicable in the following state(s): |
| <input type="checkbox"/> | Total Pollution Exclusion with a Building Heating Equipment Exception and a Hostile Fire Exception, ISO Form CG 21 65 | All states in the "coverage territory" except:

Only applicable in the following state(s): |

Other State Endorsements:

- | | | |
|--------------------------|---|-------------------------------------|
| <input type="checkbox"/> | Indiana Changes - Pollution Exclusion, ISO Form CG 01 23 | Indiana |
| <input type="checkbox"/> | Missouri Changes - Pollution Exclusion, ISO Form CG 01 34; or | Missouri |
| <input type="checkbox"/> | Missouri Changes - Gasoline Risks - Pollution Exclusion, ISO Form CG 01 35; | Missouri |
| <input type="checkbox"/> | Vt. Changes - Pollution, ISO form CG 01 54 | Vermont |
| <input type="checkbox"/> | Other | Applicable in the following states: |

Retrospective Premium Endorsement

Insured

SCHINDLER ENTERPRISES INC

Endorsement number

Policy number

BAP6445435-19

Effective date of this endorsement

The premium for this policy will be recalculated according to the formula set forth below, but will not be more than the Maximum Premium and not less than the Minimum Premium described below.

The first such recalculation will take place as soon as practicable after the eighteenth (18th) month following the inception of the policy. Subsequent recalculations will take place annually thereafter.

If the premium thus recalculated is more than the premium you have paid us, you must pay us the balance up to the Maximum premium stated in 1. below. If it is less, we will refund the balance to you, subject to the Minimum Premium stated in 2. below.

1. Maximum premium is:

N/A.

2. Minimum premium is:

\$275,009

3. Subject to such Maximum Premium and Minimum Premium, the final premium for this policy shall be calculated as follows:

Premium equals [Basic Expense plus ("Deductible Amounts" times Loss Conversion Factor)] times Tax Multiplier

a. Basic expense is:

229.07 % of 120,094 service units, subject to a minimum of \$281,939

b. Any one "Deductible Amount" is limited to:

2,000,000

c. The Loss Conversion Factor is:

1.00

d. Tax multiplier is:

1.0252

All other terms, conditions and exclusions remain unchanged.

Authorized Representative



Fungi/Bacteria Exclusion Disclosure Notice

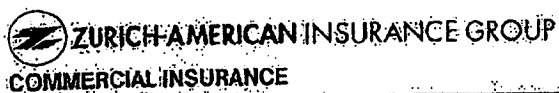
This insurance does not apply to or provides limited coverage as respects fungi or bacteria. You should refer to the specific fungi or bacteria endorsements indicated below for determination of specific terms and conditions as respects exclusion of any fungi or bacteria exposures that you may have. The following fungi or bacteria endorsements that are checked ☒ apply in the indicated areas of the "coverage territory":

ISO FORM CG 00-01

- | | |
|---|--|
| <input checked="" type="checkbox"/> Fungi or Bacteria Exclusion Endorsement
U-GL-1171 A CW | All states in the "coverage territory" except: |
| <input type="checkbox"/> Fungus Exclusion Endorsement
U-GL-1063 A CW; or | Applicable in the following states: |
| <input type="checkbox"/> Limited Fungus Exclusion Endorsement
U-GL-1046 A CW | |
| <input type="checkbox"/> Fungi or Bacteria Exclusion
ISO form CG 2167 | Applicable in the following states: |
| <input type="checkbox"/> Georgia Limited Fungi or Bacteria Coverage -
Small Businesses CG 32 01* | Applicable in the following states:

GA |
| <input type="checkbox"/> Other | Applicable in the following states: |

*Applicable only to risks with less than 25 employees or annual revenues less than \$2.5 million.



AMENDMENT OF REPRESENTATIONS CONDITION ENDORSEMENT

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	AGENCY NO.	ADD'L PREM.	RETURN PREM.

This endorsement changes the policy. Please read it carefully.

Named Insured:

Address: (including ZIP Code)

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the Representations Condition of Section IV - Commercial General Liability Conditions:

Coverage will continue to apply if you:

- * unintentionally fail to disclose all hazards existing at the inception of this policy, or
- * unintentionally make an error, omission, or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

U-GL-921-A CW (12/97)
 Page 1 of 1

INSURED COPY

SCHINDLER001204



ZURICH-AMERICAN INSURANCE GROUP

COMMERCIAL INSURANCE

NONOWNED WATERCRAFT COVERAGE ENDORSEMENT

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	AGENCY NO.	ADD'L. PREM.	RETURN PREM.

This endorsement changes the policy. Please read it carefully.

Named Insured:

Address: (including ZIP Code)

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that exclusion g. of Coverage A (Section I) does not apply to "bodily injury" or "property damage" arising out of the maintenance, operation or use, including "loading or unloading" of any watercraft that is less than 50 feet in length provided that such watercraft is not owned by you and is not being used to carry persons for a charge.

EXCESS COVERAGE FOR INSURED'S INTEREST IN SPECIFIED WRAP UP PROGRAM

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE	
Wrap-up or Project Name:	AS PER WRITTEN CONTRACT
Location:	
Project Number:	
Wrap-up Insurance Carrier:	
Wrap-up Policy Term:	
Wrap-up GL policy number:	
Wrap-up GL Limit of Liability:	

(If no entries appear above, information required to complete the above SCHEDULE will be shown in the Declarations as applicable to this endorsement.)

Paragraph 4. Other Insurance, b. Excess Insurance, (1) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
 - (b) That is building insurance for premises rented to you or temporarily occupied by you with the permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE; or
 - (e) For your ongoing operations or operations included within the "products-completed operations hazard", during the policy period, for the construction project which is covered by the wrap-up insurance program described above in the SCHEDULE of this endorsement.

U-GL-1058-A CW (05/02)
Page 1 of 1

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SCHINDLER001206

COMMERCIAL GENERAL LIABILITY
CG 26 88 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL GENERAL LIABILITY
CG 26 20 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: GLO 6445435-19.

COMMERCIAL GENERAL LIABILITY

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Where required under written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

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Page 1 of 2 ☐

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SCHINDLER001210

POLICY NUMBER: GLO 6445435-19

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad: where required by written contract	Designated Job Site:
--	-----------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them; if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

COMMERCIAL GENERAL LIABILITY
CG 21 73 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL GENERAL LIABILITY
CG 21 67 12.04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section 1 – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

Exhibit 2



COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER **POLICYHOLDER SERVICE OFFICE:**
MWZY 57732 Old Republic Risk Management, Inc.
MWZY 57732 445 South Moorland Road, Suite 300
RENEWAL OF NUMBER Brookfield, WI 53005
 (877) 797-3400

PRODUCER #551
 Aon Risk Services, Inc.
 of IL
 Chicago, IL

NAMED INSURED AND MAILING ADDRESS:
 KONE Holdings, Inc. (See GL 551 001 0108)
 One KONE Court
 Moline, IL 61265

POLICY PERIOD: FROM 1-1-09 TO 1-1-10 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE							
EACH OCCURRENCE LIMIT		\$ 10,000,000					
DAMAGE TO PREMISES RENTED TO YOU LIMIT		\$ 10,000,000		Any one premises			
MEDICAL EXPENSE LIMIT		\$ EXCLUDED		Any one person			
PERSONAL AND ADVERTISING INJURY LIMIT		\$ 10,000,000		Any one person or organization			
GENERAL AGGREGATE LIMIT		\$ 10,000,000					
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ 10,000,000					
RETROACTIVE DATE (CG 00-02 ONLY)							
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY," "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.							
RETROACTIVE DATE: None (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)							
DESCRIPTION OF BUSINESS							
FORM OF BUSINESS:							
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST							
BUSINESS DESCRIPTION: Manufacturer and Service Provider of Elevators and Escalators							
ALL PREMISES YOU OWN, RENT OR OCCUPY							
LOCATION NUMBER		ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY					
		On File With Company					
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	On File With Company		\$	\$	\$		\$ Included
STATE TAX OR OTHER (IF APPLICABLE) \$							
TOTAL PAYABLE (SUBJECT TO AUDIT) \$							
TOTAL SHOWN IS PAYABLE: \$ AT INCEPTION \$ AT EACH ANNIVERSARY (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)							
AUDIT PERIOD (IF APPLICABLE) <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY							
ENDORSEMENTS							
ENDORSEMENTS ATTACHED TO THIS POLICY: See Forms Index							

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned (Date): 1-8-09 By (Authorized Representative): *[Signature]*

CG DEC GN 0000 08-08

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Page 1 of 1

KONE - 2059

ACORD TM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 10/10/2008																																																																																																																																																					
PRODUCER Aon Risk Services Central, Inc. fka Aon Risk Services, Inc. of Illinois 1000 North Milwaukee Avenue Glenview, IL 60025 License No. 0095623				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																																																																																																																																							
INSURED KONE Inc. One KONE Court Moline, IL 61265 Attn: Law Department FAX # 309-743-5800				INSURERS AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: IF P&C Insurance Company LTD. INSURER C: INSURER D: INSURER E:		NAIC#																																																																																																																																																					
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																																																																																																																																											
<table border="1"> <thead> <tr> <th>INSR ADDL TR (REQ)</th> <th>TYPE OF INSURANCE</th> <th>POLICY NUMBER</th> <th>POLICY EFFECTIVE DATE (MM/DD/YY)</th> <th>POLICY EXPIRATION DATE (MM/DD/YY)</th> <th colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="4">A</td> <td> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </td> <td>MWZY 57732</td> <td>01/01/2009</td> <td>01/01/2010</td> <td>EACH OCCURRENCE</td> <td>\$ 10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td> <td>\$ 10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Any one person)</td> <td>\$ 0</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL & ADV INJURY</td> <td>\$ 10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE</td> <td>\$ 10,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMPIOP AGG</td> <td>\$ 10,000,000</td> </tr> <tr> <td rowspan="4">A</td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td>MWTB 20018</td> <td>01/01/2009</td> <td>01/01/2010</td> <td>COMBINED SINGLE LIMIT (EA Accident)</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident)</td> <td>\$</td> </tr> <tr> <td></td> <td> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO </td> <td></td> <td></td> <td></td> <td>AUTO ONLY - EA ACCIDENT</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>OTHER THAN EA ACC AGG</td> <td>\$</td> </tr> <tr> <td rowspan="4">B</td> <td> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ </td> <td></td> <td></td> <td></td> <td>EACH OCCURRENCE</td> <td>\$ 5,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>AGGREGATE</td> <td>\$ 5,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="4">A</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below </td> <td> MWC 11539700 01 (AOS) MWXS 822 01 (OH) </td> <td> 1/1/2009 1/1/2009 </td> <td> 1/1/2010 1/1/2010 </td> <td> <input checked="" type="checkbox"/> MC STATUS <input type="checkbox"/> OPH-ER E.L. EACH ACCIDENT </td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"> DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Simon Property Group, Inc., its managing agent, and their respective officers, directors, shareholders, members, partners, parents, subsidiaries and any other affiliated entities, agents, servants, employees and independent contractors of these persons or entities, and all entities listed on the attached Schedule 1 are named additional insured on ISO Forms CG 2010 0704 and CG 2037 0704 to the extent of the terms of the Master Agreement between Simon Property Group and KONE Inc. dated October 1, 2008. </td> </tr> <tr> <td colspan="3"> CERTIFICATE HOLDER Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204 </td> <td colspan="5"> CANCELLATION Certificate ID 28,876 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Illinois </td> </tr> </tbody> </table>								INSR ADDL TR (REQ)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MWZY 57732	01/01/2009	01/01/2010	EACH OCCURRENCE	\$ 10,000,000					DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 10,000,000					MED EXP (Any one person)	\$ 0					PERSONAL & ADV INJURY	\$ 10,000,000					GENERAL AGGREGATE	\$ 10,000,000					PRODUCTS - COMPIOP AGG	\$ 10,000,000	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MWTB 20018	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (EA Accident)	\$ 2,000,000					BODILY INJURY (Per person)	\$					BODILY INJURY (Per accident)	\$					PROPERTY DAMAGE (Per accident)	\$		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$						OTHER THAN EA ACC AGG	\$	B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$ 5,000,000					AGGREGATE	\$ 5,000,000						\$						\$	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:




COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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	US POSTAGE PAID Pitney Bowes ComBasPrice NO SURCHARGE 024P0007876483	
PRIORITY MAIL 1-DAY™		
Marion County Clerk's Office 200 E Washington Street W-122 INDIANAPOLIS IN 46204		
0005		
C008 ZUICH AMERICAN INSURANCE CO Corp Service Co, Ra 251 E Ohio St Ste 500 Indianapolis IN 46204-2184		
USPS SIGNATURE TRACKING #  9410 8096 9993 7653 5134 54		

Cut on dotted line

